

3-1664031  
No. 10.00  
ICC Washington, D. C.

# MISSOURI PACIFIC RAILROAD CO.

210 N. 13TH STREET

RECEIVED  
JUN 15 10 35 AM '83  
ST. LOUIS, MISSOURI 63103

TEL. AREA CODE 314 622-0123

## LAW DEPARTMENT

JAMES A. HESSE  
ASSISTANT GENERAL COUNSEL  
622-2024

ROBERT H. STAHLHEBER  
CHIEF COMMERCE COUNSEL  
622-2014

DONALD E. MOLLOY  
622-2016

WILLIAM G. BARR  
622-2866

KIM R. LUTHER  
622-2021  
GENERAL ATTORNEYS

FEE OPERATION BR.  
C. BARRY SCHAEFER  
EXECUTIVE VICE PRESIDENT - LAW & FINANCE  
622-2217

RECORDATION NO. 1398-B

June 7, 1983

Filed 1425

JUN 15 1983 - 9 40 AM

INTERSTATE COMMERCE COMMISSION

INTERSTATE  
COMMERCE COMMISSION  
RECEIVED

JUN - 9 1983

ADMINISTRATIVE SERVICES  
MAIL UNIT

Ms. Agatha L. Mergenovich  
Secretary  
Interstate Commerce Commission  
12th Street & Constitution Ave., N.W.  
Washington, DC 20423

Re: Lease of Equipment dated September 15, 1971, by and between Missouri Improvement Company and American Refrigerator Transit Company -- ICC  
Recordation No. 6398 -- Filed and Recorded on November 15, 1971

Dear Ms. Mergenovich:

Enclosed for filing and recording pursuant to Section 11303 of the Interstate Commerce Act and 49 CFR Section 1116 et seq., are one executed counterpart and five certified true copies of an Assignment of Equipment Lease between Missouri Improvement Company (MICO) and American Refrigerator Transit Company (ART), pursuant to which MICO assigned to ART all of its right, title and interest in the above-referenced Lease of Equipment.

The Assignment of Lease of Equipment transmitted herewith for filing and recording covers the following equipment:

### No. of Units

58

### Description

100-Ton Quadruple Open Top Hopper Cars, bearing the reporting mark MLHX and the numbers 587500 through 587506, both inclusive, 587508 through 587521, both inclusive, and 587523 through 587559, both inclusive

The names and addresses of the parties to the transaction set forth in these instruments are:

Assignee

American Refrigerator Transit Company  
Room 1102  
210 North 13th Street  
St. Louis, Missouri 63103

Ms. Agatha L. Mergenovich

- 2 -

June 7, 1983

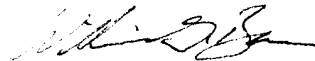
Assignor

Missouri Improvement Company  
210 North 13th Street.  
St. Louis, Missouri 63103

A voucher to cover the \$10 filing and recording fee is also enclosed.

Upon filing and recording of the documents, three counterparts showing recordation data should be returned to the undersigned at Missouri Pacific Railroad Company, Law Department, 210 North 13th Street - Room 2000, St. Louis, Missouri 63103.

Very truly yours,



William G. Barr

WGB:aes

Enclosures

**Interstate Commerce Commission**  
**Washington, D.C. 20423**

**OFFICE OF THE SECRETARY**

William G. Barr  
Missouri Pacific Railroad Co.  
Law Department  
210 North 13th Street  
Rm.-2000  
St. Louis, Missouri 63103

June 15, 1983

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 6/15/83 at 9:40AM , and assigned recordation number(s). 6398-B

Sincerely yours,

*Agatha L. Mergenovich*  
Agatha L. Mergenovich  
Secretary

Enclosure(s)

STATE OF MISSOURI     )  
                              ) ss.  
CITY OF ST. LOUIS     )

RECORDATION NO. 6398-B Filed 1425

JUN 15 1983 -9 40 AM

INTERSTATE COMMERCE COMMISSION

I, Michelle M. Scott, a notary public duly qualified, commissioned, sworn and acting in and for said City in said State, on this 3rd day of June, 1983, do hereby certify that I have compared the document attached hereto with the original thereof and that such copy is a true and correct copy of the original in all respects, including the dates, signatures and acknowledgments.

Michelle M. Scott  
MICHELLE M. SCOTT  
Notary Public

My Commission expires December 3, 1984.

MICHELLE M. SCOTT  
NOTARY PUBLIC—STATE OF MISSOURI  
MY COMMISSION EXPIRES DEC. 3, 1984  
COUNTY OF ST. LOUIS

RECORDATION NO. 6398-B  
Filed 1425

JUN 15 1983 -9 10 AM  
INTERSTATE COMMERCE COMMISSION

ASSIGNMENT OF LEASE OF EQUIPMENT

THIS AGREEMENT, dated as of May 31, 1983, by and between MISSOURI IMPROVEMENT COMPANY, a Missouri corporation, hereinafter called "Assignor," and AMERICAN REFRIGERATOR TRANSIT COMPANY, a New Jersey corporation, hereinafter called "Assignee,"

W I T N E S S E T H :

WHEREAS, by Lease of Equipment dated September 15, 1971, between Assignor and Mississippi Lime Company (the "Lease of Equipment"), Assignor leased to Mississippi Lime Company fifty-eight (58) 100-ton quadruple open ton hopper cars more specifically described in Schedule A hereto (the "Cars");

WHEREAS, the Lease of Equipment was recorded with the Interstate Commerce Commission on November 15, 1971, and assigned recordation number 6398;

WHEREAS, by Supplemental Agreement dated as of December 23, 1981, Assignor and Mississippi Lime Company agreed to certain changes to the Lease of Equipment;

WHEREAS, said Supplemental Agreement was recorded with the Interstate Commerce Commission on January 15, 1982, and assigned recordation number 6398-A;

WHEREAS, Assignor has, effective as of the date hereof, sold the Cars to Assignee;

WHEREAS, the Cars bear identification marks of MLHX 587500 through 587506, both inclusive, MLHX 587508 through 587521, both inclusive, and MLHX 587523 through 587559, both inclusive; and

WHEREAS, Assignor wishes to assign all of its right, title, interests, obligations and liabilities in the Lease of Equipment to the Assignee and the Assignee is willing to assume the interests and obligations of the Assignor under the Lease of Equipment.

NOW, THEREFORE, in consideration of the premises and of the payment by Assignee to Assignor of the sum of One Dollar (\$1.00), receipt of which is hereby acknowledged, the parties agree hereto as follows:

Assignor hereby assigns to Assignee all of its right, title and interest in and to the Lease of Equipment, the property therein leased, and all moneys due and to become due thereunder.

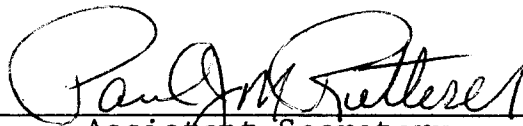
Assignee hereby accepts the assignment of Assignor's right, title and interest in and to the Lease of Equipment, the property

therein leased and all moneys due and to become due thereunder, without recourse to Assignor, and hereby assumes and covenants that it will keep, perform and observe, subject to the conditions of the Lease of Equipment, all the terms, covenants and conditions thereof, which, but for this assignment, were to be kept, performed and observed by Assignor. Assignee states that the identification marks on the Cars will not change as a result of this assignment.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed the day and year first above written.

MISSOURI IMPROVEMENT COMPANY

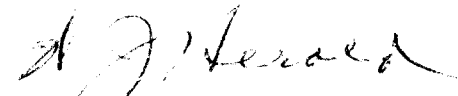
ATTEST:

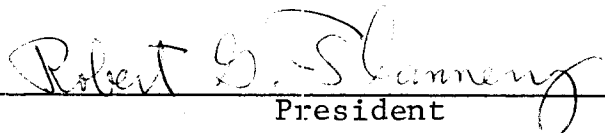
  
Assistant Secretary

By   
President

AMERICAN REFRIGERATOR TRANSIT COMPANY

ATTEST:

  
Assistant Secretary

By   
President

STATE OF MISSOURI     )  
                              ) SS.  
CITY OF ST. LOUIS     )

On this 1st day of June, 1983, before me personally appeared ROBERT J. DUNNE, JR., to me personally known, who, being by me duly sworn, says that he is President of Missouri Improvement Company, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Diane E. McIlvoy  
Notary Public

My Commission Expires:

DIANE E. MCILVOY  
NOTARY PUBLIC, STATE OF MISSOURI  
MY COMMISSION EXPIRES FEB. 2, 1985  
CITY OF ST. LOUIS

STATE OF MISSOURI     )  
                              ) SS.  
CITY OF ST. LOUIS     )

On this 1st day of June, 1983, before me personally appeared ROBERT G. FLANNERY, to me personally known, who, being by me duly sworn, says that he is President of American Refrigerator Transit Company, that one of the seals affixed to the foregoing instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Diane E. McIlvoy  
Notary Public

My Commission Expires:

DIANE E. MCILVOY  
NOTARY PUBLIC, STATE OF MISSOURI  
MY COMMISSION EXPIRES FEB. 2, 1985  
CITY OF ST. LOUIS

SCHEDULE "A"

TO

LEASE OF RAILROAD EQUIPMENT

<u>Type</u>	<u>Reporting Marks And Numbers</u>	<u>No. Under Lease</u>	<u>Rental Rate</u>	<u>Expiration Date</u>
HT	MLHX 587500-587559, inclusive, except for MLHX 587507 & 587522, which have been destroyed.	58	\$295 pcpm	1/1/84